FEE'SIMPLE' Resert Cot. 6 1775 MILL Come Day Recorded & Ex'd per Charle, C. Keller, C!!! 816/ SECOND MORTGAGE DOWN 070 0000

(the "Mortgagor") and UNION HOME LOAN CORP., a body corporate (the "Mortgagee").

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of .dr.ed. Eifty-two. and .25/.100...Dollars

(\$...45.652.25-----). (the "Mortgage Debt"), for which amount the Mortgagor has signed and delivered a promissory note (the "Note) of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on .10/.15/.85., .....October. 15, 1985

WHEREAS, to better secure the punctual payment of said Note, the execution of this Mortgage was a condition precedent to the making of said loan.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and of the further sum of One Dollar (\$1.00), the Mortgagor does hereby grant and convey unto the Mortgagoe in see simple.

All that tract or parcel of land situate at the intersection of Water Street and Stauffer Roads in the District of Walkersville, County of Frederick, State of Maryland, containing 91.291 acres of land, more or less, according to a survey of Sutcliffe & Associates dated January 12, 1966, and more particularly described in Liber 787 at Folio 644.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. The land and improvements are hereinafter referred to as the "property".

PROVIDED, that the Mortgagor shall well and truly pay or cause to be paid the Mortgage Debt hereby secured when and as the same shall become due and payable according to the tenor of the said Note and shall perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

MORTGAGOR, for himself, his successors and assigns, covenants and agrees with the Mortgagee as follows:

- 1. That upon default on any prior lien or encumbrance or taxes or assessments on the property when the same become due and payable, the entire Mortgage Debt shall be due and payable at the option of the Mortgagee, and any sum or sums advanced as payments on or for said prior liens or encumbrances or taxes or assessments by the Mortgagee are hereby made a lien upon the property and recoverable as a part of the Debt hereby secured.
- 2. To insure and, during the existence of this Mortgage, to keep insured, the improvements on the property against loss or damage by fire and windstorm and other hazards, casualties, and contingencies in a sum not less than the amount of the Mortgage Debt for the benefit of the Mortgagee, in such companies, through such agents or brokers, and in such form as may be satisfactory to the Mortgagee, and to deliver the policies and all renewal receipts to the Mortgagee; and in case of failure of the Mortgagor so to do, the Mortgagee may do so and add the cost thereof to the amount of the Mortgage Debt so as to become so much additional indebtedness secured by this Mortgage; and the exercise of such option shall not be deemed a waiver of the breach of any covenant or agreement herein contained.
- 3. To pay the Mortgage Debt and interest thereon according to the terms and conditions of the Note and any amendment, substitution, extension, or renewal thereof, and to pay, when due, all ground rents, taxes, water rents, assessments, public and other dues and charges levied or assessed or which may be levied or assessed on the property, and on the Mortgage Debt, and upon payment thereof to exhibit to Mortgage the receipted bills therefor, and not to permit any lien or encumbrance on the property superior to the lien of this Mortgage or statutory lien of any kind except liens for taxes not then delinquent, and except for the piror mortgage/deed of trust hereinably referred to. Mortgagor shall keep the property in good order, condition, and repair and permit the Mortgagee to enter upon and inspect the property, shall make all proper renewals, replacements, and additions of and to the property, shall not permit nor suffer any waste thereof, and shall not demolish the Improvements nor materially change them nor permit them to be demolished or materially changed, without the written concent of the Mortgagee. Should the title or the equity of redemption in the property be acquired in whole or in part by voluntary or involuntary deed, grant, or assignment by any person, firm, or corporation without the written consent of the Mortgagee or should the Mortgagor be declared insolvent or bankrupt, then this Mortgage shall be in default.
- 4. That the holder of this Mortgage in any action to foreclose it shall be entitled, without regard to the adequacy of the security for the debt, to the appointment of a receiver to collect the rents and profits of said property and account therefor as the Court may direct.

Filed Feb. 28,1477